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ABSTRACT

This agreement between Ashland College and the Ohio Conference, American Association of University Professors covers the period from August 15, 1972 through August 14, 1974. Articles in the agreement cover faculty membership and organization, academic freedom and tenure, responsibilities of members of the faculty, instructional policy, appointments to the faculty, instructional faculty participation in the nomination of department chairmen and division directors, contract renewal, promotion, tenure, dismissal, termination of appointment by nonrenewal of contract, terminations of a special nature (financial, medical resignations, retirement, sabbatical, leaves of absence), faculty welfare and benefits, equal employment opportunity, librarians, and educational television policy. (PG)

ED 086141

Ashland College
Ohio
AAUP
4 year

AGREEMENT

THIS AGREEMENT made and entered into by and between ASHLAND COLLEGE, hereinafter referred to as the "College", and the OHIO CONFERENCE, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, hereinafter referred to as the "Association",

WITNESSETH:

ARTICLE I

In accordance with the Certification of Representative dated May 16, 1972, of the National Labor Relations Board in Case Number 8-RC-8559, the College recognizes the Association as the exclusive representative of, and the term "employee" as used herein shall include, all full-time teaching professors, associate professors, assistant professors, and instructors, excluding all part-time teaching faculty, department heads, division heads, librarians, administration, staff, seminary teaching faculty, emeritus faculty, guards and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE II

The management and control of the College in all its phases and details and the direction and control of the employees shall remain vested in the College, except as limited by the express terms of this Agreement.

HE005051

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

FILMED FROM BEST AVAILABLE COPY

ARTICLE III

For the period of this Agreement, the College and the Association agree to observe the Rules and Regulations of the Ashland College Faculty attached hereto with respect to the employees in the bargaining unit described in Article I of this Agreement.

ARTICLE IV

Section 1. During the term of this Agreement and any extension or renewal thereof, the College will not cause, permit or engage in any lockout of its employees, and neither the Association nor any employee or employees will either instigate, promote, sponsor, engage or participate in, or condone, any strike. For purposes of this Agreement a strike is defined as any concerted intentional slow down or curtailment in or interference with or picketing of or any suspension or interruption of any or all of the College's operations and/or the work of any employee or employees. Any employee who participates in, advances, leads or promotes a strike shall be subject to disciplinary action up to and including discharge.

Section 2. In the event that any breach of the no-strike clause in Section 1 or this Article occurs, the Association's officers shall publicly declare that the strike is unauthorized, shall promptly make earnest efforts to bring about a prompt termination of the strike, and shall continue such efforts until the employees return to work.

ARTICLE V

Section 1. Contracts of employment held by members of the bargaining unit for the 1972-73 academic year are hereby amended by striking the following words therefrom: ". . . provided, however, that in the event there is a decline in income the above salary may be reduced."

Section 2. Notwithstanding the provisions of Article VII, either party may reopen this Agreement, with respect to the following subjects only, by giving written notice of such reopening to the other party thirty (30) days prior to June 1, 1973: (a) rates of compensation; (b) contributions to retirement funds by or for members of the bargaining unit; (c) changes in the level of benefits and kinds of coverage offered members of the bargaining unit under insurance programs; (d) reimbursement or allowances for professional expenses; (e) requirements for and compensation payable during sabbatical and other leaves of absence.

Section 3. A number of the members of the bargaining unit performed services in the Office of Special Studies during the 1971-72 academic year allegedly under special contracts calling for compensation additional to that provided in their regular contracts for the 1971-72 academic year. Whether in any or all of such cases the College has an obligation to compensate such persons, based on the facts of each case, is in dispute. To resolve such disputes in an amicable fashion, the parties hereto agree that each claim shall be presented by the person making it to a special committee

consisting of three (3) members appointed by the President of the College and three (3) members appointed by the Association. The committee shall hear each such claim and make its report and recommendation thereon to the President of the College.

ARTICLE VI

The College shall maintain in effect for the term of this Agreement its present policies with respect to the following matters as they relate to members of the bargaining unit described in Article I of this Agreement: (a) health, life, and total disability insurance coverage; (b) retirement programs; (c) tuition grants for spouses and dependent children at the College or for dependent children at other undergraduate institutions; (d) limited medical services at the campus clinic; (d) discounts at the bookstore; (f) keys to offices; (g) telephone service.

ARTICLE VII

This Agreement shall become effective as of August 15, 1972, and will continue in force and effect for a period of two (2) years to and including August 14, 1974, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days but not more than ninety (90) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days but not more than ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its desire to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ashland, Ohio, by their duly authorized representatives on this 15th day of August, 1972.

ASHLAND COLLEGE

By _____
President

_____
President, Board of Trustees

OHIO CONFERENCE, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By _____
General Counsel

_____
President, Ashland College Chapter

RULES AND REGULATIONS
OF
THE ASHLAND COLLEGE FACULTY

August 15, 1972

ARTICLE I - FACULTY MEMBERSHIP AND ORGANIZATION

Section 1 - Faculty Membership

A. The instructional faculty of the College consists of Professors, Associate Professors, Assistant Professors and Instructors holding academic tenure or holding teaching contracts requiring an average of nine (9) or more academic hours of service per semester in the then current academic year.

B. The administrative faculty of the College consists of the President of the College, Vice Presidents, Directors, Presidential Assistants, and such others approved by the Board of Trustees. Other administrators currently holding faculty status as of the date of this document shall retain such status.

Section 2 - Faculty Senate

A. The instructional faculty shall elect a Senate which shall function as a legislative body. The instructional faculty of each department of the College shall elect one (1) representative to the Senate for each five (5) instructional faculty members or major fraction thereof, provided however, that each department shall be entitled to at least one (1) representative. Members of the instructional faculty holding appointed administrative positions, including the President of the College, Vice President for Academic Affairs, Division Directors and Department Chairmen, may not vote in such elections nor serve as representatives to the Senate. The Senate shall provide for student representation and participation.

(1) The Senate shall meet regularly as a legislative body throughout the academic year at such time as will be determined by its members, or at the call of its Chairman, or at the call of the President of the College.

(2) The Senate, in order to function more effectively in the areas of its concern, shall organize into committees for that purpose according to procedures to be determined by its members and shall adopt by-laws for its further governance.

(3) In addition to the powers elsewhere granted herein, the Senate shall have the following powers:

(a) To study, evaluate, and legislate on matters relative to admissions and graduation requirements, curriculum and subject matter, areas of student life relating to educational policy, research, and all other matters relevant to the instructional program of Ashland College.

(b) To legislate on matters relative to instructional faculty welfare, duties, and organization.

(4) Senate legislation shall become effective only after review by and approval of the Board of Trustees, provided however that the President may be empowered by the Board to approve such legislation on its behalf during the interim between Board meetings. Unless the President chooses to exercise such authority to approve such legislation, the legislation shall be presented to the Board at its next regular meeting or at a special meeting called for the purpose. One or more representatives of the Senate at the request of the Board of Trustees shall appear at such Board meetings to speak on behalf of such legislation and to respond to any questions members of the Board may have in respect thereto. All action taken by the Board with respect to such legislation shall be communicated to the Senate in writing.

B. The Senate shall be consulted in and shall advise with respect to long-range planning, planning for utilization of physical resources, development of financial and personnel policies, the preparation of annual college and departmental budgets, and establishment of student welfare programs, and may suggest nominees for administrative offices and the Board of Trustees.

ARTICLE II - STATEMENT ON ACADEMIC FREEDOM AND TENURE

Section 1 - Introduction

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon

ARTICLE II - STATEMENT ON ACADEMIC FREEDOM AND TENURE

Section 1 - Introduction (continued)

procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Section 2 - Academic Freedom

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning

ARTICLE II - STATEMENT ON ACADEMIC FREEDOM AND TENURE

Section 2 - Academic Freedom (continued)

and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

Section 3 - Academic Tenure

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than four years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than three years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

ARTICLE II - STATEMENT ON ACADEMIC FREEDOM AND TENURE

Section 3 - Academic Tenure (continued)

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both an instructional faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an advisor of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

ARTICLE III - RESPONSIBILITIES OF MEMBERS OF THE FACULTY

Section 1 - Professional Responsibilities

The individual member of the instructional faculty shall recognize and accept certain professional responsibilities toward Ashland College. These responsibilities include participation on faculty committees, assistance in departmental planning programs, and advising students. The individual faculty member may also acknowledge his professional interests through advising student organizations, special research projects, publications, and participation in learned societies. Each member of the faculty shall be the best judge of his capacities and interests, but each member shall recognize his obligation to serve the College community in several roles.

ARTICLE III - RESPONSIBILITIES OF MEMBERS OF THE FACULTY

Section 2 - Extracurricular Employment

Faculty members are frequently called upon to render professional counsel or service to public or private agencies for which compensation is direct and in excess of the terms of College contracts. Properly transacted, such services fulfill a responsibility of the College to the community at large and provide invaluable professional experiences to faculty members. It is understood, however, that such activities shall in no way limit the extent or quality of a faculty member's obligation to the College or to his profession.

Employment for remuneration outside the College by full-time instructional faculty members during the term of the contract with the College shall be carried out only with the knowledge and written consent of the department chairman when the amount of time devoted to such outside work exceeds an average of eight (8) hours a week during the period the instructional faculty member is on the payroll.

ARTICLE IV - INSTRUCTIONAL POLICY

Section 1 - Teaching Assignment

Teaching and course assignments will be arranged by the Department Chairman in consultation with the individual faculty member, subject to approval by the Division Director and the Vice President for Academic Affairs. The particular areas of competence and specialized study of each instructional faculty member will be followed whenever possible in determining course assignments.

Section 2 - Teaching Load

During the second semester of the 1972-73 academic year, an instructional faculty member shall not be assigned a teaching load in excess of twelve (12) credit hours without his consent. During the 1973-74 academic year, an instructional faculty member shall not be assigned a teaching load in excess of twenty-four (24) credit hours without the consent of the instructional faculty member involved.

A. In determining the teaching load, the number of students (both in individual classes and in total), individual class preparations, new courses, independent

ARTICLE IV - INSTRUCTIONAL POLICY

Section 2 - Teaching Load (continued)

study supervisions, and offices and appointments held in professional societies shall be considered.

B. Commencing with the second semester of the 1972-73 academic year, the number of individual class preparations shall not exceed three (3) per semester without the consent of the instructional faculty member involved.

C. The teaching load will be adjusted to compensate for additional responsibilities required by individual departments or by the College. In the event a faculty member is requested to undertake special duties including research or other creative endeavor, the Department Chairman and the faculty member shall jointly determine the proper teaching load, subject to the approval of the Division Director and the Vice President for Academic Affairs.

Section 3 - Class Size

The Chairman of the Department, in consultation with the instructional faculty members within each department, will determine the size of individual class enrollments in his own department, subject to approval of the Division Director and of the Vice President for Academic Affairs.

Section 4 - Additional Courses

The individual member of the instructional faculty who agrees to teach courses in the Office of Special Studies shall do so either for additional compensation or as a part of the teaching load. The individual faculty member shall be limited normally to one (1) such course per semester.

ARTICLE V - APPOINTMENTS TO THE FACULTY

Section 1 - Criteria for Appointments

Appointments to the instructional faculty at Ashland College shall be preceded by a careful evaluation of the qualifications of the prospective appointee. Consideration will be given to

ARTICLE V - APPOINTMENTS TO THE FACULTY

Section 1 - Criteria for Appointments (continued)

graduate study at recognized universities, earned degrees, publications, creative or scientific accomplishments, participation in learned societies, professional recommendations, and the possession of values and educational philosophies consistent with the objectives of Ashland College. All appointments will be made pursuant to the procedures and upon the conditions hereinafter set forth and in accordance with the individual's area of competence and specialized study and experience. No person holding an appointed administrative position shall also hold instructional faculty rank and status unless such instructional faculty rank and status are conferred pursuant to such procedures and upon such conditions.

Section 2 - Procedure in Appointments

A. All appointments to the faculty of Ashland College will be made by the Board of Trustees acting upon the recommendation of the President of the College.

B. Recruitment of prospective appointees to the instructional faculty is the responsibility of the Chairman of the appropriate department. The Chairman shall be guided by the advice of a recruitment committee which shall consist of an equal number of members elected by the instructional faculty of the Department and of members appointed by the Division Director. The Chairman of the Department shall serve as non-voting chairman of the recruitment committee. Names of candidates whose appointments have been recommended by the recruitment committee shall be presented sequentially to the appropriate Division Director and to the Vice President for Academic Affairs, so that these officials may note their concurrence or disagreement with the recommendations and to the President of the College who shall recommend to the Board of Trustees those acceptable to him for appointment. Nothing herein, however, shall prevent the Chairman and the members of his Department from agreeing to a different procedure leading to the presentation of recommendations sequentially to the Division Director and other officials in accordance with this subsection, provided that the Vice President for Academic Affairs expressly consents to such different procedure. No candidate shall be offered an appointment with tenure unless a majority of the tenured members of the department approve such offer of tenure.

C. The prospective appointee, in the course of a campus visit, will be interviewed by as many of the members of the department as are available, as well as by appropriate administrators. A copy of the current faculty handbook, salary scale, and benefits

ARTICLE V - APPOINTMENTS TO THE FACULTY

Section 2 - Procedure in Appointments (continued)

shall be given to the prospective appointee before an appointment is consummated.

D. Full-time appointments to the instructional faculty shall be with tenure or subject to a probationary period. All probationary appointments shall be acknowledged as conferring progress toward tenure. Contracts incident to such appointment shall be for a term of one (1) academic year, subject to renewal.

E. A signed offer of appointment, stating rank, tenure status or length of probationary period, and salary, will be issued in triplicate by the President. The offer of appointment thus tendered will result in a binding contract of appointment when signed by the offeree and when two (2) signed copies thereof are received in the Office of the President at or before the time specified in the offer of appointment. It is the responsibility of the offeree to insure that two (2) signed copies of the offer of appointment are received in the Office of the President at or before the time specified in the offer of appointment, and a binding contract of employment will not result until and unless two (2) signed copies of the offer of appointment are received in the Office of the President at or before such time specified in the offer of appointment.

F. All written appointments and any renewal contracts of employment may contain a statement that the appointee will support the objectives, policies, and best interests of Ashland College.

Section 3 - Rank of Instructional Appointments

A. Appointments at the rank of Professor and Associate Professor shall be restricted to persons who possess an earned doctorate, or the highest degree recognized by their discipline, or who have otherwise achieved academic distinction. Exceptions will be made only after consultation with and approval of the members of the Department.

B. Appointments at the rank of Assistant Professor shall be restricted to persons possessing a graduate degree appropriate to the discipline.

ARTICLE V - APPOINTMENTS TO THE FACULTY

Section 3 - Rank of Instructional Appointments (continued)

C. All other appointments to full-time instructional faculty positions shall be at the rank of Instructor.

Section 4 - Appointments to Part-time, Temporary, and Distinguished Instructional Positions

A. All appointments to part-time or temporary teaching positions shall be made on the recommendation of the Department Chairman after consultation with members of the department. Such appointments shall be made only in special circumstances and at the rank of Lecturer, for a term of not more than one (1) academic year, subject to renewal. Such appointments do not confer membership in the instructional faculty or confer progress toward tenure.

B. Special instructional appointments of distinguished individuals of various disciplines to serve as adjunct professors or as artists-in-residence may be made from time to time by the President after consultation with the Chairman of the Department involved, and the approval of a majority of the members of the Department. Such appointments shall not confer membership in the faculty or confer progress toward tenure.

ARTICLE VI - INSTRUCTIONAL FACULTY PARTICIPATION IN THE NOMINATION OF DEPARTMENT CHAIRMEN AND DIVISION DIRECTORS

Section A - The appointment of Department Chairmen and Division Directors shall be made by the President of the College.

Section B - In the appointment of Department Chairmen the President shall be guided by the advice of a committee which shall consist of an equal number of members elected by the instructional faculty of the department and of members appointed by the Division Director. The Director of the Division shall serve as non-voting Chairman of the committee. Names of candidates whose appointments have been recommended by the committee shall be presented sequentially to the appropriate Division Director and to the Vice President for Academic Affairs, so that these officials may note their concurrence or disagreement with the recommendations, and to the President of the College who shall appoint those acceptable to him.

ARTICLE VI - INSTRUCTIONAL FACULTY PARTICIPATION IN THE NOMINATION OF DEPARTMENT CHAIRMEN AND DIVISION DIRECTORS

Section B - (continued)
Department Chairmen shall be appointed for a period of two years in accordance with the procedures set forth in this article and subject to the provisions of this article. Department Chairmen, heretofore appointed for the 1972-73 academic year, shall be re-appointed for the 1973-74 academic year and thereafter only in accordance with these procedures. Nothing herein, however, shall prevent the Division Director, with the express consent of the Vice President for Academic Affairs and members of any Division from agreeing to a different procedure leading to the presentation of recommendations to the Vice President for Academic Affairs and other officials in accordance with this subsection.

Section C - In the appointment of the Directors of the Divisions of Teacher Education and of Health and Physical Education, the President shall be guided by the advice of a committee which shall consist of an equal number of members elected by the instructional faculty of the Division and of members appointed by the Vice President for Academic Affairs. The Vice President for Academic Affairs shall serve as non-voting chairman of the committee. Names of candidates whose appointments have been recommended by the committee shall be presented to the President of the College who shall appoint those acceptable to him. Directors of the Divisions of Teacher Education and of Health and Physical Education shall be appointed for a period of two years in accordance with the procedures set forth in this article and subject to the provisions of this article. Directors of the Divisions of Teacher Education and of Health and Physical Education heretofore appointed for the 1972-73 academic year shall be reappointed for the 1973-74 academic year, and thereafter only in accordance with these procedures. Nothing herein, however, shall prevent the Vice President for Academic Affairs and members of the Divisions of Teacher Education and of Health and Physical Education from agreeing to a different elective procedure leading to a presentation of recommendations to the President in accordance with this subsection.

Section D - Division Directors shall be appointed by the President of the College from candidates recommended to him by the Vice President for Academic Affairs. With the express consent of the Vice President for Academic Affairs, the instructional faculty of the Division by elective procedures may recommend candidates for division director to the Vice President for Academic Affairs.

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 1 - Procedures in Contract Renewal

A. The term of contracts for all members of the instructional faculty is one (1) academic year and is subject to renewal.

B. Members of the instructional faculty who are serving a probationary period who have not been notified of non-renewal of contract under the schedule of dates listed in Article IX shall be tendered contracts for the next succeeding year.

C. Renewal contracts for the next ensuing year shall be offered to the members of the instructional faculty not later than March first of each year. Instructional faculty members shall have a period of thirty (30) days in which to sign and return the contract, from the date the contract is personally delivered to the instructional faculty member or sent by certified mail, return receipt request, to the instructional faculty member's last address on record, in the Office of the President of the College.

D. A signed offer of contract renewal shall be issued in triplicate by the President. The offer of contract renewal thus tendered will result in a binding contract when signed by the offeree and two (2) signed copies thereof are received in the Office of the President as required by the terms of Section 1 C of this article. It is the responsibility of the offeree to insure that two (2) signed copies of the offer of contract renewal are received in the Office of the President as required by the terms of Section 1 C of this article, and a binding contract will not result until and unless two (2) signed copies of the offer of contract renewal are received in the Office of the President as required by the terms of Section 1 C of this article.

E. Contracts offered to instructional faculty members are subject to the provisions of these faculty personnel policies. The conditions of the contract of an instructional faculty member shall not be made less favorable than those in an immediately preceding contract in retribution for his exercise of academic freedom as defined in Article II, Section 2 of these regulations.

F. On or before February 1 of each academic year, the Department Chairman shall review with each member of the Department his progress in the performance of his professional responsibilities. Subsequently, the Department Chairman shall recommend to the Division Director and the Vice President for Academic Affairs, a salary for each instructional faculty member for the ensuing year. Each instructional faculty member shall

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 1 - Procedures in Contract Renewal (continued)

F. (continued)
be given concurrently a copy of the recommendations made in his case. Any instructional faculty member aggrieved by the recommendation of the Department Chairman may appeal the decision to the appropriate committee established by the Faculty Senate, according to procedures established by the Faculty Senate. The recommendation of such committee shall be given to the affected instructional faculty member, the Chairman of his Department, and appropriate officials of the administration of the College.

Section 2 - Criteria for Salary Increments and Promotions

A. Recommendations for amounts of salary increments and promotions in rank shall be based primarily on the quality of classroom teaching and other such established criteria of academic advancement as: continued graduate study, advanced degrees, publication of scholarly or creative materials, research related to one's discipline, leadership in professional organizations, participation in faculty committees and organizations, assistance in departmental planning and programs, and the advising of students and student organizations.

B. Promotion to the rank of Assistant Professor shall require the possession of a graduate degree appropriate to the discipline, one (1) year as an Instructor at Ashland College, and two (2) years teaching experience.

C. Promotion to the rank of Associate Professor or Professor shall require possession of the highest degree recognized by the discipline or attainment of academic distinction, and two (2) years of service at the next lower rank.

Section 3 - Procedures for Promotion in Rank

A. The following procedures shall be followed for promotion in rank:

(1) The instructional faculty of each department shall determine which of its members shall vote on recommendations for promotion. The members of the instructional faculty so designated shall be called a Promotion Committee.

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 3 - Procedures for Promotion in Rank (continued)

(2) Every instructional faculty member eligible for promotion shall have the opportunity to be considered for promotion and shall be permitted to submit material supporting his request for promotion.

(3) Between September 15 and October 15 of each year the instructional faculty Promotion Committee selected for the purpose shall meet to consider nomination for promotion to rank or ranks for which it is given jurisdiction, provided, however, that nothing herein shall be deemed to prohibit any such instructional faculty Promotion Committee from either reconsidering previous nominations which have not been approved or considering additional nominations.

(4) On or before November 15 each such Promotion Committee shall forward the name of each approved nominee for promotion to the President, together with a notation of support or lack of support for his promotion from the Department Chairman, the Division Director, and the Vice President for Academic Affairs.

(5) The President shall recommend, from such approved nominees, those acceptable to him to the Board of Trustees for promotion.

(6) On or before February 1 every approved nominee shall be notified of the decision with respect to his promotion for the next following academic year by appropriate administrative officials.

(7) In the event that the nomination of the instructional faculty for promotion is not approved by the appropriate instructional faculty Promotion Committee, Department Chairman, Division Director, Vice President for Academic Affairs, or not recommended by the President to the Board, or not acted upon favorably by the Board, the instructional faculty member may request a statement of reasons upon which the adverse decision was based.

(8) An instructional faculty member who believes that the denial of his promotion was (a) arbitrary, discriminatory, based on an inadequate consideration of his qualifications, (b) in violation or disregard of the established standards

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 3 - Procedures for Promotion in Rank (continued)

(8) (continued)
for promotion, or (c) in violation of his academic freedom, shall, at his option, be given a hearing by the appropriate instructional faculty committee established by the Faculty Senate. In such cases, the burden of proof rests in the instructional faculty member. After the close of any such hearing, the instructional faculty committee shall file any reports, recommendations and the like to all concerned parties promptly.

Section 4 - Tenure

A. Definition of Tenure

Academic tenure is the right of a faculty member to appointment on a continuing basis without arbitrary or discriminatory treatment until he resigns, retires, or is separated from the College for adequate cause in accordance with the procedures set forth in Article VIII of these regulations, or for financial exigency. Academic tenure is the guarantee of academic freedom. Academic tenure becomes an integral part of the contract between the individual member of the instructional faculty and Ashland College. It assumes a strong moral commitment between the parties involved.

B. Length of Probationary Period and Conditions for the Awarding of Tenure

Tenure may be granted only to an instructional faculty member with rank of Assistant Professor, Associate Professor, or Professor. Persons who hold concurrent instructional faculty appointments and administrative positions may have tenure only in their faculty capacities. Unless granted at the time of the initial appointment of Assistant Professor, Associate Professor or Professor, tenure may be granted during a probationary period which shall not exceed seven (7) years, the length of which will be specified in the appointment of the instructional faculty member and any succeeding renewal contracts. In computing years of service in fulfillment of this seven-year maximum probationary period, credit shall be given: (1) for all years of full-time service at the rank of Instructor or higher at Ashland College, and (2) for all years of full-time service at the equivalent rank of Instructor or higher at other fully accredited institutions

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 4 - Tenure (continued)

B. (continued)
which grant baccalaureate or higher degrees, except that the College may choose to limit to four (4) years the amount of such service which is to be credited, and notwithstanding the provisions of Article II, Section 3 A. (2) of these regulations, the instructional faculty member may choose to waive all or any part of such service. If tenure is not granted at the end of the probationary period, notice of termination shall be given in accordance with the dates set forth in Article IX of these regulations.

C. Promotion and Tenure

Promotion to the rank of Professor must be accompanied by the granting of tenure.

D. Procedures Leading to the Awarding of Tenure

(1) Recommendations for the granting of tenure before the completion of an instructional faculty member's specified probationary period shall originate in the Promotion Committee unless the appropriate departmental instructional faculty shall designate a different committee to make such tenure recommendations.

(2) Recommendations of such committees shall be made to the President and shall be accompanied by notation of support or lack of support from the same appropriate administrative officers designed in promotion procedures.

(3) The President shall recommend to the Board of Trustees that tenure be granted to an instructional faculty member when the President concurs with the recommendations submitted to him.

(4) If the Board of Trustees grants tenure to an instructional faculty member, he should be notified by appropriate administrative officials.

(5) An instructional faculty member shall have the same rights as are provided under Promotion Procedure: i.e., to submit materials, to receive notice of the action taken in his case, to receive reasons for negative recommendation, and at his option, to be given a hearing.

ARTICLE VII - CONTRACT RENEWAL, PROMOTION AND TENURE

Section 5 - "Grandfather Clause"

A. Instructional faculty members presently having tenured status as of the 1972-73 academic year shall retain such status.

B. Instructional faculty members serving a probationary period as of the 1972-73 academic year shall have the option of pursuing the procedures leading to tenure herein provided or as provided in the 1966 Faculty Handbook.

ARTICLE VIII - DISMISSAL

Section 1 - When reason arises to question the fitness of a college instructional faculty member who has tenure or a college instructional faculty member whose contract of employment has not expired, the appropriate administrative officers should ordinarily discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, a standing or ad hoc committee elected by the Faculty Senate and charged with the function of rendering confidential advice in such situations should informally inquire into the situation to effect an adjustment if possible and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the President and the Faculty Committee; if there is disagreement, the President or his representative should formulate the statement.

Section 2 - The formal proceedings should be commenced by a communication addressed to the instructional faculty member by the President of the institution, informing the instructional faculty member of the statement formulated, and informing him that, if he so requests, a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted by an instructional faculty committee at a specified time and place. In setting the date of the hearing, sufficient time should be allowed the instructional faculty member to prepare his defense. The instructional faculty member should be informed of the procedural

ARTICLE VIII - DISMISSAL

Section 2 (continued)

rights that will be accorded to him under these regulations. The instructional faculty member should state in reply whether he wishes a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

Section 3 - The committee of instructional faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the instructional faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chairman.

Section 4 - TheCommittee should proceed by considering the statement of grounds for dismissal already formulated and the instructional faculty member's response written before the time of the hearing. If the instructional faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether he should be removed; otherwise the hearing should go forward. The committee, in consultation with the President and the instructional faculty member, should exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the instructional faculty member should be received.

The President should have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the committee should determine the order of proof, should normally conduct the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The instructional faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the President. The instructional faculty member should have the additional procedural rights set forth in Article II of these regulations and should have the aid of the committee, when needed, in securing the attendance of witnesses.

ARTICLE VIII - DISMISSAL

Section 4 (continued)

The instructional faculty member or his counsel and the representative designated by the President should have the right, within reasonable limits, to question all witnesses who testify orally. The instructional faculty member should have the opportunity to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his statements, should nevertheless be disclosed to the instructional faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of the court procedure. The burden of proof that adequate cause for dismissal exists rests with Ashland College.

Section 5 - The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the instructional faculty member or his counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the instructional faculty member should be notified of the decision in writing and should be given a copy of the record of the hearing. Any release to the public should be made through the President's office.

Section 6 - The President should transmit to the Board of Trustees the full report of the hearing committee, stating its action. Review of the case by the Board of Trustees should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. Only after study of such records and opportunity for oral or written argument has been given should the Board of Trustees make a final decision sustaining or over-ruling the committee.

ARTICLE VIII - DISMISSAL

Section 7 - Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the instructional faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

Section 8 - Until final decision upon termination of an appointment the instructional faculty member will be suspended or assigned to other duties in lieu of suspension by the President only if immediate harm to himself, to others, or to the instructional program of Ashland College is threatened by his continuance.

ARTICLE IX - TERMINATIO OF APPOINTMENT BY NON-RENEWAL OF CONTRACT

Termination of appointment at the end of a contract period prior to granting of tenure shall be by notice of non-renewal of contract. The instructional faculty member shall be notified by the President in writing that his contract will not be renewed at the end of the term, in accordance with the following schedule:

A. During the first year of academic service at Ashland College the instructional faculty member shall be notified in writing not later than March 1 of the decision not to renew his contract.

B. During the second year of academic service at Ashland College, the instructional faculty member shall benotified in writing not later than December 15 of the decision not to renew his contract.

C. Following the second year of academic service at Ashland College and continuing through the remainder of the probationary period, the instructional faculty member shall be notified in writing of the decision not to renew his contract not later than October 15, provided, however, if such notice is given later than September 1, the instructional faculty member shall be entitled to an additional one (1) month's pay.

D. Non-renewal of contract is not to be construed as dismissal foradequate cause with due process. A decision not to renew the contract of employment of an instructional faculty member shall not be made in retribution for his exercise of academic freedom as defined in Article II, Section 2 of these regulations.

ARTICLE X - TERMINATIONS OF A SPECIAL NATURE

Section 1 - Financial Exigency

A. When the Board of Trustees determines that a financial exigency exists and that it is necessary to terminate the services of a tenured instructional faculty member because a financial exigency exists, the instructional faculty member will be given notice as soon as possible and never less than twelve (12) months notice.

B. The service of a tenured professor shall not be terminated in favor of retaining someone without tenure. A tenured faculty member shall be given reasonable opportunity to re-adapt within his or a related instructional discipline.

C. An arrangement for the early retirement of a tenured instructional faculty member by investing appropriate additional institutional funds into his retirment income may be acceptable, if the faculty member voluntarily agrees thereto.

D. Termination of a tenured instructional faculty member's appointment as a consequence of financial exigency shall occur only after an elected committee of the Faculty Senate has been given a reasonable opportunity to submit a report and recommendations in writing to the Board of Trustees. The final decision on such termination of appointment shall be made by the Board of Trustees.

E. In the event that a tenured appointment is terminated, a replacement for the released instructional faculty member shall not be appointed within two years from the effective date of the release unless the released instructional faculty member has been offered reappointment and has had a period of not less than thirty (30) days in which to accept or decline the offer.

Section 2 - Medical Reasons

Termination of tenured appointment or of non-tenured appointment within the contract period for medical reasons shall be based upon clear and convincing medical evidence that the instructional faculty member is disabled from performing his duties and that there is no substantial likelihood of his being able to do so within the foreseeable future.

ARTICLE XI - RESIGNATIONS AND RETIREMENT

Section 1 - Resignations

A member of the instructional faculty, recognizing the generally accepted principles of professional ethics in regard to resignations, shall give notice of his intention to resign at the earliest possible opportunity. The individual instructional faculty member shall not normally submit a resignation later than thirty (30) days following his reappointment, nor later than May 15, whichever date occurs later. In the event of individual hardship, or where substantial professional advancement may be involved, the instructional faculty member may request the President of the College to waive these requirements. The instructional faculty member, in such cases, should conform to the decision of the President of the College.

Section 2 - Retirement

A. Normal retirement for a member of the instructional faculty of Ashland College shall be at the age of sixty-five (65). An instructional faculty member may be continued on an annual basis after sixty-five (65), provided a majority of the members of the appropriate department concur in the offer of the contract for each ensuing year.

B. The faculty may recommend the rank of Emeritus upon honored members following their retirement. The rank of Emeritus may then be granted by action of the Board of Trustees of the College. The rank of Emeritus shall be limited to those members of the faculty who have completed a minimum of fifteen (15) years academic service. An individual granted the rank of Emeritus shall continue to be listed in the College catalog, shall shall continue to attend all faculty meetings as a non-voting member, may act as an advisor to the College when called upon, and may participate in all convocations and academic processions.

C. All members of the instructional faculty who have attained age sixty (60) on or before the end of the 1972-73 academic year shall be subject to the provisions governing retirement in the 1966 College Handbook in lieu of those contained herein.

ARTICLE XII - SABBATICAL POLICY AND LEAVES OF ABSENCE

Section 1 - Sabbatical Policy

A sabbatical leave may be granted to a member of the instructional faculty at his request at the completion of six years of full-time academic service at Ashland College. The sabbatical leave shall normally be for the seventh year at one-half base salary, although other arrangements may be established by agreement between the individual instructional faculty member and the President of the College. The granting of sabbatical leaves shall be at the discretion of the Board of Trustees, acting upon the recommendation of the appropriate Faculty Senate Committee, the Chairman of the department involved, and the President of the College. A list of all members of the instructional faculty and their current eligibility for sabbatical leave shall be maintained in the Office of the President.

Section 2 - Leaves of Absence

A. A leave of absence with or without pay may be granted to a member of the instructional faculty for the purpose of advanced study, research or publication. The instructional faculty member receiving such a leave of absence with pay shall normally accept an obligation of at least one (1) year of subsequent service to Ashland College should his services be required by the College. Sabbatical leave does not entail such an obligation.

B. A member of the instructional faculty requesting a leave of absence with or without pay shall make such a request in writing six months in advance of the academic year in which the leave will take place. The request for leave will state the purpose to which the period of time will be devoted. All requests for leaves of absence will be addressed to the President and processed through the appropriate Faculty Senate Committee, and made with the knowledge and approval of the Department Chairman and/or Division Director involved.

C. A leave of absence either with or without pay may be granted to a member of the instructional faculty for the purpose of protection and recovery of health. These cases will be handled individually by the appropriate Faculty Senate Committee in conference with the Department Chairman and/or Division Director and the President of the College, and where necessary the Board of Trustees.

ARTICLE XII - SABBATICAL POLICY AND LEAVES OF ABSENCE

Section 2 - Leaves of Absence (continued)

D. Contributions that Ashland College normally would make toward instructional faculty retirement and group insurance plans will be continued during a sabbatical leave or a paid leave of absence, with the individual instructional faculty member making his appropriate contribution. In cases of leaves without pay, the College will make no contribution, but eligibility for usual benefits will continue with costs paid by the instructional faculty member.

ARTICLE XIII - FACULTY WELFARE AND BENEFITS

Section 1 - Instructional Faculty Salary Scale

A. It is the intention of Ashland College to achieve and maintain the highest standards in instructional faculty salaries and in total compensation in all academic ranks, consistent with the economic resources of the College.

B. The current salary ranges for each academic rank will be reviewed annually by the appropriate Faculty Senate Committee, in conference with the President of the College, the finance officers of the College, and the Department Chairmen, and/or Division Directors. After Board of Trustees approval, instructional faculty salary scales for the next academic year shall be published in the faculty minutes prior to the release of instructional faculty contracts for the next academic year.

C. Faculty salary scales shall include, as part of base salaries, an additional $1000 for an earned doctorate.

Section 2 - Faculty Benefits

A. The appropriate committee of the Faculty Senate shall publish annually, no later than March 15, a comprehensive statement of the benefits in effect or available to members of the faculty at Ashland College.

(1) The report of the appropriate Faculty Senate Committee will incorporate information relevant to the difference between faculty salary and total faculty compensation, including the amounts or percentages paid by Ashland

ARTICLE XIII - FACULTY WELFARE AND BENEFITS

Section 2 - Faculty Benefits (continued)

(1) (continued)
College for such required payroll deductions as social security, workmen's compensation, and state or federal unemployment taxes.

(2) The report of the appropriate Faculty Senate Committee will contain specific information relevant to the insurance coverage available to each instructional faculty member.

(3) The report of the appropriate Faculty Senate Committee will contain specific information relevant to the TIAA and CREF and Midland retirement plans, and the amount and percentages of both instructional faculty and College contributions.

(4) The report of the appropriate Faculty Senate Committee will contain specific current information on all other instructional faculty benefits.

Section 3 - Professional Expenses

A. Ashland College encourages participation by instructional faculty in academic and professional organizations and attendance at meetings of professional societies. The cost of such attendance shall be regarded as a joint responsibility of the instructional faculty member and Ashland College.

B. The College will provide annually for each department an amount for expenses incurred for attending professional meetings.

C. The distribution of each department's professional expenses budget shall be by the appropriate Department Chairman. Criteria for this distribution shall have been agreed upon by the department concerned.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

A. Ashland College affirms its commitment to the principle of equal employment opportunity regardless or race, color, religion, sex, or national origin.

B. A committee consisting of members selected by the Faculty Senate and an equal number of members appointed by the President of the

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

B. (continued)
College shall conduct a detailed study of employment patterns within the instructional faculty to the end of determining where changes in policies, procedures or practices relating to recruitment, hiring, promotion, pay, and other personnel actions would advance equal employment opportunity, and submit its findings and any recommendations based thereon for the consideration of the Board of Trustees on or before March 1, 1973, or as soon thereafter as the committee is able to complete the formulation of its findings and recommendations.

ARTICLE XV - LIBRARIANS

A committee consisting of members selected by the Faculty Senate and an equal number of members appointed by the President of the College shall conduct a study to determine the extent to which, if any, recommendations contained in the position paper on status and benefits for librarians, adopted as official policy of The Ohio Library Association on June 6, 1969, or alternatives thereto should be adopted in whole or in part by the College. The findings and any recommendations based thereon shall be submitted for the consideration of the Board of Trustees on or before March 15, 1973, or as soon thereafter as the committee is able to complete the formulation of its findings and recommendations.

ARTICLE XVI - EDUCATIONAL TELEVISION POLICY

A committee consisting of members selected by the Faculty Senate and of an equal number of members appointed by the President of the College shall conduct a study to determine recommendations for a policy on educational television. The committee shall submit its findings and recommendations for the consideration of the Trustees on or before October 15, 1973, or as soon thereafter as the committee is able to complete the formulation of its findings and recommendations.